



(Ireland.)

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[AS AMENDED BY THE COMMITTEE]

To facilitate and encourage the granting of certain Leases for Terms of Years in Ireland.

[N.B.—The Schedule marked (C.) was added by the Committee.]

WH **H**EREBY it is expedient to encourage the Leasing of Preamble.
Lands in Ireland for terms of years, in certain cases, and
subject to certain conditions, as hereinafter mentioned; **E**C it there-
fore Enacted, by The QUEEN's most Excellent MAJESTY, by and
with the Advice and Consent of the Lords Spiritual and Temporal,
and Commons, in this present Parliament assembled, and by the
Authority of the same, THAT it shall and may be lawful for any
person duly entitled in that behalf, who shall, after the passing of this
Act, demise or let any lands or tenements in Ireland, for any term of
years not exceeding Thirty-one Years, and not less than Fourteen
Years, reserving a yearly rent not exceeding Fifty Pounds, without
the taking of any fine, premium, or foregift, or anything in the nature
thereof for the making of such demise, to execute a deed of Lease
according to the form and pursuant to the provisions contained in a
certain Act of the eighth and ninth years of the reign of Her present
Majesty, intituled, "An Act to facilitate the granting of certain
Leases," or according to any of the forms and pursuant to the direc-
tions contained in the Schedules to this Act annexed; and any such
Lease shall be deemed to be within and subject to the provisions of
this Act in relation to stamp duty, next hereinafter contained.

1.
Leases for terms not exceeding Thirty-one years, not less than Fourteen years, reserving a rent not exceeding 50*l.* yearly, may be made according to the Forms in the Schedules to this Act, or in the Act 8 & 9 Vict. c. 124.

And be it Enacted, That for or in respect of any such Lease as afore-
said to be executed according to any of the forms and pursuant to the
directions

2.
Such Lease to be subject to a stamp duty of 2*s.* 6*d.* only.

directions contained in the Schedule of this Act, or according to the form and pursuant to the provisions contained in the said Act of the eighth and ninth years of Her present Majesty's reign, in lieu and stead of all other stamp duties which would have been chargeable in respect of any such Lease immediately before the passing of this Act, there shall be granted, raised, levied, collected and paid in Ireland, unto and for the use of Her Majesty, Her heirs and successors, a stamp duty of One Shilling, and on the counterpart of any such Lease a stamp duty of One Shilling.

Counterpart.

3.
Powers and provisions of former Acts to be applied to the duties granted by this Act.

And be it Enacted, That the said duties by this Act granted shall be denominated and deemed to be stamp duties, and shall be under the care and management of the Commissioners of Stamps and Taxes for the time being; and that all the powers, provisions, clauses, regulations and directions, fines, forfeitures, pains and penalties contained in or imposed by the several former Acts of Parliament relating to any prior duties of the same kind or description in Great Britain and Ireland respectively, and in force at the time of the passing of this Act, shall respectively be of full force and effect with respect to the duties by this Act granted, and to the vellum, parchment, and paper, articles matters and things charged and chargeable therewith, and to the persons liable to the payment of the said duties, and shall be observed, applied, enforced, and put in execution for the raising, levying, collecting, and securing of the said duties hereby granted, and otherwise in relation thereto, as fully and effectually to all intents and purposes as if the same had been herein repeated and specially enacted with reference to the said duties by this Act granted.

4.
Deed to include all Houses, &c.

And be it Enacted, That every such deed, executed according to the form and pursuant to the directions contained in the Schedules to this Act, unless any exception be specially made therein, shall be held and construed to include all outhouses, buildings, barns, stables, yards, gardens, cellars, ancient and other lights, paths, passages, ways, watercourses, easements and appurtenances whatsoever, to the lands and tenements therein comprised belonging or in anywise appertaining.

5.
Deed failing to take effect by this Act to be as valid as if Act not made.

And be it Enacted, That any deed or part of a deed, executed as last aforesaid, which shall fail to take effect by virtue of this Act, shall nevertheless be as valid and effectual, and shall bind the parties thereto, so far as the rules of law and equity will permit, as if this Act had not been made.

6.
Construction Clause.

And be it Enacted, That in the construction and for the purposes of this Act, and the Schedules hereto annexed, unless there be something in the subject or context repugnant to such construction, the word

word "lands" shall extend to all tenements and hereditaments of any tenure; and every word importing the singular number only shall extend and be applied to several persons or things as well as one person or thing, and the converse; and every word importing the masculine gender only shall extend and be applied to a female as well as a male; and the word "person" shall mean and include any body politic, or corporate or collegiate, as well as an individual.

Provided always, and be it Enacted, That this Act shall not extend or apply to any lease or demise of any house, buildings or tenements in any city or market town.

7.
Act not to apply to
Tenements in Cities
or Towns.

And be it Enacted, That the Schedules, and the directions and forms therein contained, shall be deemed and taken to be parts of this Act.

8.
Schedules, &c., parts
of Act.

And be it Enacted, That this Act shall extend to lands in Ireland only.

9.
Act to extend to
Ireland only.

And be it Enacted, That this Act may be amended or repealed by any Act to be passed in this present Session of Parliament.

10.
Act may be
amended, &c., this
Session.

SCHEDULES

TO WHICH THIS ACT REFERS.

SCHEDULE (A.)

DIRECTIONS as to the FORMS in the SCHEDULES to this ACT.

1. PARTIES who use any of the FORMS in these Schedules may substitute for the words "Lessee" or "Lessor" any name or names.

2. Such parties may substitute the feminine gender for the masculine, or the plural number for the singular, in any of the forms in these Schedules.

3. All or any of the covenants specified in Schedule (C.) may be introduced into or annexed to the form of the Lease, according to the agreement of the parties.

4. Such parties may introduce into or annex to the form, any express exceptions from or express qualifications thereof respectively, or they may omit or qualify any of the exceptions contained in the form; or they may introduce any other agreements not inconsistent with the provisions of this Act.

5. Where the premises demised shall be of freehold tenure, the covenants by the lessee shall be taken to be made with, and the proviso for re-entry to apply to the heirs and assigns of the lessor; and where the premises demised shall be of leasehold tenure, the covenants by the lessee and the proviso respectively for re-entry, shall be taken to be made with and apply to the lessor, his executors, administrators and assigns.

SCHEDULE (B.)

FORM OF LEASE under the Statute 9th and 10th Victoria, Chapter ()

	THIS Indenture, made the _____ day of _____ One thousand eight hundred and Forty _____ [or other year,] in pursuance of an Act of the 9th and 10th years of Her Majesty Queen VICTORIA, intituled, "An Act to facilitate and encourage the granting of certain Leases for Terms of Years in Ireland," between [Here insert the names of the parties, and recitals, if any] witnesseseth,
Demise.	that the said [lessor] or [lessors] doth or do demise unto the said [lessee] or [lessees,] his or their executors, administrators and assigns all, &c. [parcels]
Exception of Timber, Trees, &c.	] excepting all timber and other trees, saplings and underwoods, growing or to grow on the said demised premises, with full power of ingress and regress for the said [lessor], his heirs and assigns, and others by him or them authorized, to view, cut down, manage, dispose of, or carry away the same; and also excepting all mines, minerals and quarries, now found or hereafter to be found on the said premises, with full power of ingress and regress for the said [lessor], his heirs and assigns, and others by him or them authorized,
Exception of Mines, Rags, &c.	to search for, work, dig for, sink pits for, manage, dispose of or carry away the same, or the produce thereof, and also excepting and reserving to the said [lessor], his heirs and assigns, and all persons by him or them authorized, full power of ingress and regress, to lay out, make or use any farm or occupation-road or roads on or through the said demised premises, for the occupation or use of the said premises, or of any other part of the lands or estates of the said [lessor], his heirs and assigns, or to make any drain or drains, or watercourses, on or through the said demised premises for the use of the same, or of any other part of the lands or estate of the said [lessor], his heirs and assigns, the said [lessor], his heirs and assigns, making reasonable compensation for the waste, spoil and destruction which shall
Exception of power to make Farm-roads, Drains, &c.	

shall have been done to the said demised premises in doing the several acts aforesaid; and also excepting and reserving all royalties and franchises, and all game, wildfowl and fish, and all privilege of hunting, hawking, fishing, coursing, shooting and fowling on the said premises, with free liberty of ingress and regress to the said [lessor], his heirs and assigns, and others, by him or them authorized, for the same, or for exercising the same [here state any other exceptions, if any]. To have

Exception of Royalties, Game, Fishing, Fowling, &c.

and to hold the said lands and premises hereby demised, with the appurtenances, unto the said [lessee] his executors, administrators and assigns, from the day of _____ for the term of _____ thence ensuing, yielding therefor during the said term, the rent of [state the rent, the times and mode of payment, yearly, half-yearly or otherwise].

Term of the Lease and Rent.

Covenants.

1. And the said [lessee] doth hereby, for himself, his heirs, executors, administrators and assigns, covenant with the said lessor, that he the said lessee, his executors, administrators, and assigns will during the said term pay unto the said [lessor] the rent hereby reserved, in manner hereinbefore mentioned, without any deduction whatsoever.

1. That the said [lessee] covenants with the said [lessor] to pay rent.

2. And also will pay all taxes, rates, duties, and assessments whatsoever, whether parochial, parliamentary or otherwise, now charged or hereafter to be charged upon the said demised premises, or upon the said [lessor], on account thereof (excepting all taxes, rates, duties or assessments whatsoever, or any portion thereof, which the lessee is or may be by law exempted from.)

2. And to pay taxes.

3. And also will during the said term well and sufficiently repair, maintain, amend, and keep the said demised premises, with the appurtenances, in good and substantial repair, together with all buildings, windows, doors, and all other fixtures, and all gates, hedges, ditches, fences, drains, and things which at any time during the said term shall be erected and made or shall be on the said premises, when, where, and so often as need shall be.

3. And to repair.

4. And it is hereby agreed, that it shall be lawful for the said [lessor], and his agents, at all reasonable times during the said term, to enter the said demised premises to take a schedule of the buildings, fixtures, gates, hedges, ditches, fences, drains and things made and erected, or being thereupon, and to examine the condition of the said premises; and further, that all wants of reparation which upon such views shall be found, and for the amendment of which notice in writing shall be left at the premises, the said [lessee], his executors, administrators and assigns, will within three calendar months next after every such notice well and sufficiently repair and make good accordingly.

4. And that the said [lessor] may enter and view state of repair, and that the said [lessee] will repair according to notice.

5. And that the said [lessee], his executors, administrators and assigns, shall and will, from time to time, manage, till and use the lands hereby demised in a good and husband-like manner and in due and regular course of good husbandry, so that the same may not be in any way injured or deteriorated.

5. And that he will cultivate in a husbandlike manner.

6. And that the said [lessee] will not, without the consent in writing of the said lessor, his heirs or assigns, burn, or permit to be burnt, any part of the soil or surface of the said farm or lands.

6. And that he will not burn the soil of the farm.

7. And that the said [lessee] will, at the expiration or other sooner determination of the said term, peaceably surrender and yield up unto the said [lessor] the said premises hereby demised, with the appurtenances, together with all buildings, erections and fixtures now or hereafter to be built or erected thereon, in good and substantial repair and condition in all respects, reasonable wear and tear and damage by fire only excepted.

7. And that he will leave the premises in good repair and condition.

8. Provided always, and it is expressly agreed, that if the rent hereby reserved, or any part thereof, shall be unpaid for twenty-one days after any of the days on which the same ought to have been paid, (although no formal demand shall have been made thereof), or in case of the breach or non-performance of any of the covenants and agreements herein contained on the part of the said [lessee], his executors, administrators and assigns,

8. Provision for re-entry by the said [lessor] on non-payment of rent or non-performance of covenants.

then and in either of such cases it shall be lawful for the said [lessor], into and upon the said demised premises, or any part thereof, in the name of the whole, to re-enter, and the same to have again, re-possess and enjoy, as of his or their former estate, anything hereinafter contained to the contrary notwithstanding.

2. The said [lessor] covenants with the said [lessee] for quiet enjoyment.

9. And the [lessee] doth hereby, for himself, his heirs, executors, administrators and assigns, covenant with the said lessee, his executors, administrators and assigns, that he and they, paying the rent hereby reserved, and performing the covenants hereinbefore on his and their part contained, shall and may peaceably possess and enjoy the said demised premises for the term hereby granted, without any interruption or disturbance from the said [lessor], his executors, administrators or assigns, or any other person or persons lawfully claiming by, from or under him, them or any of them.

In witness whereof the said parties hereto have hereunto set their hands and seals.

Statement and description of buildings, if any, now existing on the said demised premises.	}	[Here state and describe the buildings, if any.]
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These, or either of them, may be omitted or struck out at the pleasure of the parties.

Statement and description of buildings allowed by the said lessor to be erected on the said demised premises.	}	[Here state and describe the buildings so allowed to be erected.]
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(Parties' names and seals.)

(Witnesses.)

SCHEDULE (C.)

ANY of the covenants specified in this Schedule may be introduced into or annexed to the Form of the Lease, according to the agreement of the parties.

1. And that the said [lessee] will not assign or underlet without leave.

1. And also that the said [lessee] shall not nor will during the said term assign, transfer, underlet or set over, or otherwise by any act or deed procure the said premises or any of them to be assigned, transferred, underlet or set over, unto any person or persons whatsoever, without the consent in writing of the said [lessor], his executors, administrators or assigns, first had and obtained.

2. And that the [lessee] will not bequeath or devise to more than one without leave.

And also that the said [lessee] shall not during the said term bequeath or devise the said lands by his will or testament, or by any codicil thereto, unto more than one person, without the consent in writing of the said [lessor], his executors, administrators or assigns, first had and obtained.

3. Provided for bequeathing the premises to one charged with sums of money for others.

3. Provided always, That it shall be lawful for the said lessee, his executors or administrators, or his assigns, if any such there shall lawfully be, to bequeath or devise the said premises to any one person charged with any sum or sums of money for any other person or persons; and thereupon it shall be lawful for the person to whom the said premises shall be so devised or bequeathed, his executors or administrators, or his assigns, if any such there shall lawfully be, to sell or assign the said premises for the residue of the term thereof to any one person for or towards defraying the charges affecting the same.

4. And that he will not build houses without license in writing.

4. That he the said [lessee], his executors, administrators and assigns, shall not, nor will at any time hereafter, during the term hereby granted, build or erect, or permit or suffer to continue, built or erected, on the said lands hereby demised, any farmer's dwelling-houses, labourers' houses, or other messuages whatsoever, except such as he or they shall, from time to time, be expressly authorized to build or erect, or permit to be built or erected by the license and consent in writing of the [lessor] or person for the time being entitled to the reversion immediately expectant upon the term hereby granted.

5. That

5. That the said [lessee], his executors, administrators and assigns, shall not, nor will at any time or times during the continuance of the term hereby granted, take two white or corn crops in succession off any part or parts of the lands hereby demised.

5. And that he will not take two white or corn crops in succession.

6. And further, that the said [lessee] will not, without the consent in writing of the said lessor, his heirs or assigns, burn, or permit to be burnt, any part of the soil or surface of the said farm or lands.

6. And that he will not burn the soil of the farm.